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Buyer: RLB

CONTRACT NUMBER: 004559

Event: 003322

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: \$1.00		Effective Date: 9/1/2015	Expiration Date: 8/31/2018
Contract Description:	INMATE Telephone System AGREEMENT		
Contractor Information:		Contract Administrator	
Inmate Calling Solutions, LLC d/b/a ICSolutions Goy Giminski 2200 Danbury Street San Antonio, Texas 78217 TAX I.D. #82-0559085 Vendor No: 19667		Attn: Brendan Philbin	
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511		Edwin Poisson Director Information Technology 1200 N Telegraph Rd 49 W Waterford MI 48341	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Brendan Philbin
Brendan Philbin (Sep 16, 2015)

FOR THE COUNTY:

SIGN: Edwin Poisson
Edwin Poisson (Sep 16, 2015)
Contract Administrator

SIGN: Pamela L. Weipert
Pamela L. Weipert (Sep 16, 2015)
Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzu, CPPO, MBA, Purchasing Admin

CLA

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CONTRACT NUMBER



This "INMATE TELEPHONE SYSTEM AGREEMENT" (hereafter this "Contract") is made and entered into between Inmate Calling Solutions, LLC d/b/a ICSolutions ("Contractor"), TAX I.D. #82-0559085, with its offices located at 2200 Danbury Street, San Antonio, Texas 78217, and the County of Oakland (the "County"), a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

INTRODUCTION

- A. The purpose of this Contract, as more fully defined and described herein, is to design, furnish, install, operate and maintain Inmate Telephone System on designated locations on County Premises.
- B. This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- Section 1. CONTRACT DOCUMENTS AND DEFINITIONS
- Section 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- Section 3. INSTALLATION
- Section 4. EQUIPMENT AND MATERIALS
- Section 5. INMATE TELEPHONE SYSTEM FEATURES
- Section 6. MAINTENANCE AND SERVICE
- Section 7. COMMISSION PAYMENTS AND BILLING CYCLE
- Section 8. ASSURANCES AND WARRANTIES
- Section 9. INSURANCE AND BOND
- Section 10. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Contractor Employee"** means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor affiliates licensees, concessionaires, contractors, subcontractors, independent contractors, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include

any person who was a Contractor Employee, responsible for Oakland County duties performed at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.2. “Contract Documents” This Contract includes and fully incorporates herein all of the following documents:

- Exhibit I: Contractor Start-up Capital Costs
- Exhibit II: Contractor Provided Insurance
- Exhibit III: Inmate Telephone System Investigative Reports
- Exhibit IV: Software License Terms and Conditions

1.3. “County” means the County of Oakland, a Municipal and Constitutional Corporation, all elected and appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, all its departments and divisions, employees, third-party contractors, volunteers, representatives, and/or any such persons’ successors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.5. “Claims” means any losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County and/or County Agent, whether direct, indirect or consequential (except as expressly provided in 8.9), whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of federal or State common law, whether any such Claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.6. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.7. “Demarc” point where Contractor terminates its cabling connection into the main telephone closet in the basement of the County Law Enforcement Complex.

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- 1.8. **“Inmate”** means individuals ordered into the custody of the Oakland County Sheriff or Children’s Village.
- 1.9. **“Inmate Telephone”** means an individual telephone used by Oakland County Inmates and provided by Contractor.
- 1.10. **“Inmate Telephone System”** means telephone services for Oakland County Inmates that may be paid by collect calls, called-party pre-paid accounts, optional Inmate pre-paid platforms and all associated ancillary Equipment (herein so called), Software (herein so called) and services to provide Local, IntraLATA, InterLATA and InterState telephone services.
- 1.11. **“Law Enforcement Complex”** means 1201 North Telegraph Road, Building #10 East, Pontiac, Michigan 48341.
- 1.12. **“Visitation Telephones”** means the telephones used by individuals visiting and speaking to Inmates.
- 1.13. **“E-Verify”** is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit <https://e-verify.uscis.gov/enroll/>.
- 1.14. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The expiration date of this Contract , unless otherwise terminated or canceled as provided below, shall end at 11:59:59 p.m. Eastern Standard Time on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Contract may be renewed with the prior written agreement of the Parties for up to 2 (two) one-year extensions. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. The Parties may amend the Contract to provide month-to-month service after the Contract expiration date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. A Contractor Employee legally authorized to bind Contractor signs this Contract.
 - 2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the County.
 - 2.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2. County Right to Terminate and/or Cancel For Convenience.

2.2.1. Subject to the County's payment obligation for Start-Up Capital Costs as provided below, the County may terminate and/or cancel this Contract at any time during the term, any renewal, or any extension of this Contract, upon a minimum ninety (90) Days prior written notice to Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.2.2. If the County terminates or cancels this Contract in part or in whole, for any reason, as provided in this Section, the County shall not be liable, to Contractor for any costs, damages, (including but not limited any incidental, consequential or punitive damages or any loss of income, profits, business opportunities, revenues, or any other economic benefit Contractor may have realized) or any termination fees of any kind associated with or resulting from any such termination or cancellation except as expressly provided below:

2.2.2.1 The Parties agree that Contractor, prior to beginning to perform its services pursuant this Contract, will have incurred certain "Start-Up Capital Costs" as identified and further described in Exhibit I. Absent a material breach or default by Contractor, and/or except as otherwise provided for in this Contract, if the County terminates or cancels this Contract in its entirety as provided above, effective within the first thirty-six (36) calendar months of the term of this Contract, the County shall reimburse Contractor for any such Start-Up Capital Costs provided below.

2.2.2.2 The sum total of any County financial obligation for any and all "Start-Up Capital Costs" described above shall be reduced on a monthly basis, according to Table 1, ("Start-Up Capital Costs Obligation Reduction Table"), below, over the first thirty-six (36) calendar months after the effective date of this Contract.

Table 1 Start-Up Capital Cost Obligation Reductions	
Calendar Month	County's Maximum Start-Up Capital Costs Obligation
1	\$242,000.00
2	\$235,277.78
3	\$228,555.56
4	\$221,833.33
5	\$215,111.11
6	\$208,388.89
7	\$201,666.67
8	\$194,944.44

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9	\$188,222.22
10	\$181,500.00
11	\$174,777.78
12	\$168,055.56
13	\$161,333.33
14	\$154,611.11
15	\$147,888.89
16	\$141,166.67
17	\$134,444.44
18	\$127,722.22
19	\$121,000.00
20	\$114,277.78
21	\$107,555.56
22	\$100,833.33
23	\$94,111.11
24	\$87,388.89
25	\$80,666.67

Table 1	
Start-Up Capital Cost Obligation Reductions	
Calendar Month	County's Maximum Start-Up Capital Costs Obligation
26	\$73,944.44
27	\$67,222.22
28	\$60,500.00
29	\$53,777.78
30	\$47,055.56
31	\$40,333.33
32	\$33,611.11
33	\$26,888.89
34	\$20,166.67
35	\$13,444.44
36	\$6,722.22
Anytime thereafter	\$0.00

2.2.2.3 To illustrate, without limitation, the intent and interpretation and application of the preceding subsection and Table 1, Start-Up Capital Costs Obligation Reduction Table:

- if the County cancels this Contract in its entirety effective in the Calendar Month #6 following the date this Contract was signed by the Parties, the County shall owe Contractor \$208,388.89 for any and all Contractor "Start-Up Capital Costs", and
- if the County cancels this Contract in its entirety effective in the Calendar Month #16 following the date this Contract was signed by the Parties, the County shall owe Contractor \$141,166.67 for any and all Contractor "Start-Up Capital Costs".

2.2.2.4 Under no circumstances shall the County's maximum financial obligation for any and all Contractor "Start-Up Capital Costs" under this Contract exceed the total dollar amount of two hundred and forty two thousand dollars(\$242,000.00) unless expressly agreed to, in writing, by an amendment to this Contract.

2.3. Contractor may terminate and/or cancel this Contract (or any part thereof) at any time upon ninety days (90) days written notice to the County, for any reason, including convenience without incurring an obligation or penalty of any kind. The effective date of termination and/or cancellation and any specific alleged default, if applicable, shall be clearly stated in the written notice.

2.4. In consideration for the commissions received by the County hereunder and for the services provided by Contractor, the County grants to Contractor the exclusive right and license to install, maintain and derive revenue from the Inmate Telephone System, as well as the related hardware, software and services provided by Contractor, including without limitation, inmate telephone services (whether local or long distance collect, coin, or prepaid calls). This exclusive right does not apply to coin or credit card telephones in any County facilities.

§3. INSTALLATION

3.1. Pursuant to the terms and conditions in the Contract, Contractor will design, furnish, and install no later than October 1st 2015, the Inmate Telephone Systems that are located at various County Facilities and offices throughout Oakland County and are described in Section 3.16. Contractor shall operate and maintain the Inmate Telephone System throughout the term of this Contract.

3.2. Contractor shall submit a project plan schedule identifying all tasks, activities, responsibilities, and dates to the County Project Manager for approval. The County Project Manager will create an Implementation Plan based on County resource availability. The County's Network System Analyst will have access to the work under this Contract on a daily basis and may inspect off-site preparation, fabrication or execution of work under this Contract. All new installations shall be performed in such a way as to minimize disruption of service during the cutover.

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- 3.3.** The Contractor Inmate Telephone System and carrier lines shall be fully tested and working at each site prior to the actual cutover. Removal of the current vendor's telephone equipment and carrier services shall be coordinated with the installation of Contractor's Inmate Telephone System and carrier services so as to provide a seamless flash cutover. Contractor shall provide a fully manned, certified, trained implementation team for the cutover. If determined by County, the actual cutover may take place after 5:00 p.m. on a weekday or during the weekend at no cost to County. Contractor is responsible to commence, to cease, or to resume work at County's direction.
- 3.4.** Contractor shall provide a connection block at each site's Demarc at their expense. Contractor shall pay for all costs associated with the installation of new telephones, the server, associated auxiliary equipment, maintenance, carrier services, repair, and any labor costs from Contractor's Demarc to the County's locations listed in Section 3.16. County shall provide, at its cost, station cabling, conduit, and electrical service.
- 3.5.** The installation, use and costs associated with communications lines to provide service to the County Inmate Telephone locations specified in Section 3.16 shall be the sole responsibility of Contractor; provided that the County shall supply Contractor with all necessary cooperation, including, without limitation, a right to access the County's facilities and connect to the County's cabling and electrical services.
- 3.6.** Contractor shall install new telephones and pedestal or wall mountings as directed by County. Replacement of telephones and mountings will be done at Contractor's expense, including labor. Installation of jacks and mounting cords causing obstructions to walkways and the use of wall, floor, and wire moldings, etc., are prohibited. Under no circumstances will openings for telephone jacks be larger than the actual size of the jack cover being provided.
- 3.7.** Contractor shall conduct tests and inspections after installation has been completed to ensure that all installation requirements have been met. Contractor shall perform a complete system checkout, including all interfaces to local central offices and verification of carriers, immediately following each cutover. All work will be done in accordance with the manufacturers' specifications and the specifications herein.
- 3.8.** The County's Network System Analyst will be present at the time of system testing, will review test results, and is to be kept informed of problems and how they are being resolved.
- 3.9.** Contractor shall notify the County Network System Analyst when installation work has been fully completed, is in compliance with the specifications herein, and is ready for inspection and acceptance.
- 3.10.** Contractor shall provide, at no cost to County, written documentation to display and give to Inmates, their family and friends explaining that the Inmate Telephones will be serviced by a new vendor. If available, Contractor shall provide County with a DVD containing this information. The written documentation, and DVD, if available, shall be provided 30 days prior to cut-over and shall explain the procedures to establish pre-paid accounts.

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- 3.11.** If requested by County, Contractor shall supply and install, at no expense to the County, all telephone signage for each telephone location as directed by County. All newly proposed signs must be approved by the County prior to installation, unless required by law or regulation.
- 3.12.** All telephones shall provide Inmates with verbal dialing instructions as customized by Contractor in accordance with the County instructions. In addition, the phones shall state “COLLECT OR PREPAID CALLS ONLY, DESTRUCTION OF THIS PROPERTY WILL RESULT IN CRIMINAL PROSECUTION”.
- 3.13.** The County shall have access to the work performed under this Contract. County as required shall inspect off-site preparation, fabrication, or execution of work.
- 3.14.** Contractor shall provide and maintain a current listing of all public Inmate Telephones Systems. Such list will also include, but not be limited to, the following information:
- By site location, including address and city.
 - By building name.
 - By floor and room number.
 - By description of location within a room by equipment type, model name and number.
- Contractor shall provide the County an updated listing upon request.
- 3.15.** Contractor shall provide Local, IntraLATA InterLATA and InterState telephone services and access to Government Payment Services toll-free number for all Inmate Telephones.
- 3.16.** Contractor shall supply free calling from Oakland County Inmate facilities to Oakland County Circuit Court Probation Officers, Probate Juvenile Caseworkers, and Sheriff’s Department personnel designated by the County. County shall furnish a list of the free calling numbers. Free calls shall be blocked from dialing additional digits other than the 10-digit telephone number.
- 3.16.1** Contractor shall supply the following Equipment to the County free of charge: Up to One Hundred Eighty-Two (182) Collect-Only Inmate Telephones, Twenty-Seven (27) Visitation telephones and Eight (8) TTYs for the deaf.
- 3.16.2** One Hundred Thirty-Two (132) collect-only Inmate Telephones and four (4) TTYs at Law Enforcement-Jail Complex, 1200 N. Telegraph Rd., Pontiac, MI: Facility Inmate Capacity - 1,124.
- 3.16.3** Seventeen (17) collect-only telephones, with the option of adding TTY’s at a later date, at Children’s Village, 1200 N. Telegraph Road, Pontiac, MI: Facility Resident Capacity - 97.
- 3.16.4** Nineteen (19) collect-only Inmate Telephones, Twenty Three (23) Visitation Telephones and one (1) TTY with two jacks at Work Release, 1200 N. Telegraph Road, Pontiac, MI: Facility Inmate Capacity – 398.

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- 3.16.5 All TTYs for the deaf shall speed dial the Michigan Relay Center to process collect-only calls. (Talk time for TTY users shall be 30 minutes in length.
- 3.16.6 Training shall be at the selected Contractor's expense and include security level features with password protection.
- 3.17. Contractor shall supply additional Inmate Telephones needed to ensure that the ratio of Inmates to the number of Inmate Telephones by facility remains approximately the same as those ratios per facility as of the effective date of this Contract. Requests for telephone removals during the Contract period will be subject to agreement by Contractor, which shall not be unreasonably withheld. Requests for additional Inmate Telephone installations or removals may come only from the County Contract Administrator or his designee.
- 3.18. Contractor shall be responsible for any damage to any County property or its premises that is caused by Contractor, or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to restore it to its condition prior to occurrence of the damage to the reasonable satisfaction of the County. Contractor will fully reimburse the County for all damage caused by Contractor to the County's property or premises up to the \$3 Million of property damage insurance coverage required by the Contract. This applies also to the personal property of County staff or the public. Provided, however, that if County's Agents willfully damage Contractor's Equipment or Software, Contractor shall be permitted to pursue any necessary legal or equitable action to prosecute such County Agent in their individual capacity.
- 3.19. Contractor shall be permitted to use existing County electrical system facilities to the extent reasonably necessary for the execution of the work, provided such usage by Contractor or Contractor's employees will not seriously inconvenience the County, significantly interfere with County operations, or is wasteful. All use of the electrical system will be in strict compliance with local electrical codes and safe practices.
- 3.20. Contractor shall install TTY Telecommunications Devices for the hearing impaired at locations specified in Section 3.16.

§4. EQUIPMENT AND MATERIALS

- 4.1. All equipment and materials furnished and installed by Contractor shall be a new model specified herein unless recommended by Contractor and approved by the County in writing.
- 4.2. Contractor shall maintain all of its property and equipment necessary and/or useful to perform any of its obligations contemplated under this Contract, in a viable and good operating condition and repair, ordinary wear excepted. Contractor shall be responsible for all routine and preventative maintenance of any equipment and the County shall have no other obligation for any routine or preventative maintenance except cable, conduit, and electrical service maintenance. Contractor shall not be responsible for damages, destruction or vandalism to the Equipment or Software caused by the County (not Inmates at the facilities).

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- 4.3. Contractor shall pay all costs associated with shipping and related handling of the Inmate Telephone System to the County. Equipment, material, and debris are to be transported by Contractor so as not to cause damage to floors, walls, or ceilings, or other existing equipment.
- 4.4. The County may reject equipment and/or materials not in compliance with this specification or the specifications set forth in this Contract within ten (10) days after installation and testing. Upon rejection of such materials and/or equipment, Contractor shall repair or replace the rejected materials and/or equipment as may be necessary to comply with the specifications of this Contract. The County is not obligated to pay for the rejected materials and/or equipment.
- 4.5. The Inmate Telephones and all other equipment used to provide the services under this Contract remain the property of Contractor. Upon notice of termination of the Contract or expiration thereof, Contractor will remove all Inmate Telephones and other Equipment in compliance with a schedule mutually agreed between Contractor and County. If Contractor fails to remove all Inmate Telephones and Equipment by the scheduled dates, the County may remove the Inmate Telephones and Equipment and return it to Contractor and Contractor shall pay to the County the costs thereof. Upon termination or cancellation of this Contract all cabling and conduit shall become the property of the County.
- 4.6. Contractor shall promptly remove all waste materials from County property and legally dispose of it, and is responsible for all costs. Any materials not removed promptly by Contractor when requested by County will be removed by County at Contractor's expense.

§5. INMATE TELEPHONE SYSTEM FEATURES The Inmate Telephone System installed by Contractor shall have durable, tamper-proof, user-friendly Inmate Telephones. In addition, Contractor shall:

- 5.1. Install the "Called Party Block" feature which (i) allows the called party to terminate a call in the event that an Inmate becomes belligerent, harassing or threatening by pressing the appropriate digit on the telephone keypad, and (ii) will automatically block numbers which are dialed repeatedly based on a threshold pre-determined by the County.
- 5.2. Use its best efforts to ensure that all calls that generate charges require positive acceptance to prevent the billing of fraudulent outbound calls.
- 5.3. Allow the County access to multiple ad hoc investigative reports as further defined within original RFP document.
- 5.4. Provide the County with the following call features:
 - 5.4.1. A feature that allows a call to be forwarded, in real-time, to a remote telephone number for investigative purpose, provided that the number under suspicion has been entered in an alert list.
 - 5.4.2. A list maintained in the call processor that can be edited from any networked workstation and contains telephone numbers whereby investigators may monitor the call activity. An alerted call will upon its completion create a notification to the administrative workstation allowing an investigator to play back the specific call

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recording. County shall have the ability to enter alerted numbers into the Inmate Telephone System.

5.4.3. CD recording and remote call forwarding capabilities.

- 5.5. Contractor shall monitor the operability of the Inmate Telephone System and shall e-mail the Sheriff's Department as soon as they are aware that their system is experiencing issues that will cause the Inmate Telephone System to be inoperable.
- 5.6. Provide a pre-recorded announcement that the called party has a collect call from <Inmate name> from an Oakland County Inmate facility, which is recorded and may be monitored. Also, provide a separate recorded announcement that the called party has a collect call from <child's name> from the Oakland County Children's Village, which is recorded and may be monitored. The person being called shall be given the option to accept or reject the call prior to call completion. A prompt shall be provided for the caller addressing the cost of the call (surcharge, connection charge, cost for first minute, cost for subsequent minutes, and any regulatory fees charged). Contractor agrees to give the County access to any additional prompts that it makes commercially available.
- 5.7. Voice overlay with identity message will run initially and intermittently throughout the duration of each call.
- 5.8. Restrict calls to fifteen (15) minutes (30 minutes for TTY users) and provide a one (1) minute notice prior to call termination. TTY calls shall be free calls to the Michigan Relay Center., Children's Village calls to be restricted to seven (7) minutes each.
- 5.9. Provide three-way call detection technology to detect and/or prevent 3-way calls as requested by County.
- 5.10. Provide the County with the capability to label calls as private and elect not to monitor and/or record such calls. If, on the Effective Date, the County provides Contractor with a list of numbers it would like designated as private, Contractor will load such list of numbers into the call processor. The County will be responsible for supplying such list to Contractor.
- 5.11. Provide the ability to copy selected conversation(s) with call details to CDs or DVDs for court purposes.
- 5.12. Provide the investigate reports described in Exhibit III and any additional investigative reports that become available during the term of the Contract. Only authorized County personnel shall have access to investigative reports as well as call detail information and statistical data.
- 5.13. Provide the ability for the person being called to push a button on the keypad to block future inbound calls.
- 5.14. Provide County the ability to block calls to a specific caller's telephone number system wide.
- 5.15. Provide the ability to shut off and turn on phones individually, by group, and/or globally through the software and manually with the use of on-off toggle switches.

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- 5.16.** Call recordings for recording voice conversations, including visitation telephones and call detail records shall be stored online with redundant storage for the term of the Contract. All call detail records shall remain the property of the County. Voice recordings shall remain the property of the County. Contractor shall supply adequate storage to transfer five (5) years of current call detail records and voice recordings from the existing vendor's inmate telephone system to the Contractor's inmate telephone system at the time of installation at no charge to the County, provided that the existing vendor is willing to transfer records and the technology is compatible. If in the future upon the County changing Inmate Telephone providers, Contractor shall work in cooperation to provide call-recording histories (both CDR and voice recordings) to the new vendor at no charge to the County, provided that Contractor shall not be required to convert its files into a new format to accommodate a new vendor, unless the County or new vendor is willing to pay for such an effort.
- 5.17.** Provide, at no cost to County, an interface with County's Jail Management System (IMACS) to establish Inmate PIN numbers corresponding to Inmate I.D. numbers combined with the Inmate booking numbers. The PIN feature shall control the Inmate's pre-recorded name (voiceprint) to be used every time an Inmate makes a call.
- 5.18.** Provide the ability for County personnel to tag a call and eliminate or credit the collect call charge to individuals cooperating in an investigation.
- 5.19.** Provide the ability for Inmates to call a County crime tip hot line to report an incident of possible criminal activity or to provide information on a crime that has already taken place. There shall be no charge for this call.
- 5.20.** Be programmed for outgoing calls only. Calls shall be collect or paid by a called-party account established through Contractor. Inmates shall not be allowed to make any direct dial local calls, person-to-person calls, directory assistance calls, operator-assisted calls through 0, 00, 10-10XXX, or 950-XXX calls; no 700, 900, 950, 976, 911, 800, 888, 877, 550, 500, 411 or 555-1212 calls or incoming calls. Contractor will use its best effort to ensure that the Inmate Telephone System will only allow the completion of one dialed number per individual's attempt; chain calls, credit card calls by Inmates are prohibited. Inmate System Telephones in each facility shall be blocked from receiving calls from each other. Individual telephone numbers prefixes, and area codes may be blocked as instructed by authorized County personnel or as blocked by Contractor. The on/off times for an individual phone or groups of phones shall be determined by authorized Sheriff's Department personnel.
- 5.21.** Enable Inmates to contact Government Payment Services, via speed dial, at a toll free number (888) 604-7888 to pay their bond or fines and costs via their credit card through speed dial access.
- 5.22.** Ensure that the County Sheriff's Department has the capability to establish notifications to alert it when an Inmate places a call to a restricted telephone number. The notification to County shall indicate the origination and destination number being dialed by the Inmate. The

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Inmate Telephone System shall identify the Inmate attempting to make a restricted call as well as enable the County Sheriff's Department to listen in to the call.

- 5.23.** Enable users of the Inmate Telephone System to utilize Contractor's Inmate prepaid Collect Call and/or debit or calling card services.
- 5.24.** Contractor shall provide and maintain a centralized Inmate Telephone System platform installed at a primary and secondary data center. Contractor shall provide and maintain a secure, private network between the County and Contractor's two data centers. All inmate telephones, as identified in Section 3.16, will be connected to this platform via the network to the data centers. Failover call processing will occur at the secondary data center providing geographically separate call processing that will ensure 99.999% uptime for the inmate telephone system, while protecting the County from potential data loss. All recordings and call data shall be securely stored and be fully backed up for the life of the contract. Recordings shall be available for immediate online retrieval. All recordings and call data shall be stored online and available for the life of the contract. The Contractor shall provision two independent network carriers at each facility whereby each facility-based gateway is configured with primary and secondary carrier routing. Additionally, the Contractor will deploy the premise gateways in such a manner to ensure that the Inmate Telephones in each housing location is serviced by at least two different gateways, to guarantee that the failure of any one component will not result in total service outage at the housing location. Contractor shall conduct full database backups of the Inmate Telephone System on a daily basis.
- 5.25.** Contractor shall work with County on system configuration changes and any programming changes requested by County to the extent feasible for the duration of the Contract at no cost to the County.
- 5.26.** For the duration of the Contract, Contractor shall contact County Sheriff's Department prior to implementing software updates and bug fixes (patches). Contractor shall provide County a Software License according to the terms and conditions attached hereto as Exhibit IV.
- 5.27.** Contractor shall supply written instructions to be given to Inmates on usage and available options of the Inmate Telephone System.
- 5.28.** Contractor shall provide a toll-free telephone number and website for Inmates, family and friends to contact for information and assistance concerning the Inmate Telephone System and billing. Contractor shall provide Customer Care specialists twenty-four (24) hours per day to assist customers with their questions.
- 5.29.** At any time, day or night, permit the County to use Contractor's internet based Portal to access information and print reports related to calls generated from the Inmate Telephone System and the rates charged. Authorized County personnel shall be able to view and print call detail reports and detailed commission data for a specified period of time. The County shall be able to access records of call activity and commission including call details, past and present commission data, total number of calls, the total minutes per call, the overall revenue and the total commission.

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- 5.30.** Contractor will allow all attempted calls to initially reach their destination regardless of Contractor's ability to bill the call, except where those persons have previously accepted collect calls from the County Jail/Children's Village inmates/children but subsequently failed or refused to provide billing information and/or pay for calls after Contractor has attempted to collect payment. If a destination number is billable, Contractor will apply their standard billing practices and immediately establish a credit threshold. If a destination number is not billable, Contractor will allow for a one time one minute free call and the option to establish a prepaid account for the called party.
- 5.30.1. Contractor will incorporate its standard Contractor operating procedures on all LEC billable calls including proactive notification and required payment verification based on thresholds set as a function of Contractor's experience with the County.
- 5.30.2. Ensure that the Inmate Telephone System will provide the ability to allow all CLEC Unbillable (OCN deny calls) the ability to receive a free one-time one-minute call and option to establish a prepaid account for future calling. If Contractor adheres to the above requirements with respect to a particular destination number, and Contractor is still unable to establish a long-term billing relationship at such number, Contractor shall be free to interrupt service to such number.
- 5.30.3. Ensure when the Inmate Telephone System gets a validation (LIDB) response indicating collect calls are not allowed to that number, that number will be considered "customer requested" and blocked.
- 5.31.** Contractor shall provide and maintain an interface between the Inmate Telephone System and the County's Jail Management System for features such as Inmate PIN Numbers, upon such terms and conditions as may be agreed to between the Parties in the future.
- 5.32.** Contractor shall provide County access to its word search functionality, for searching for specific phrases or words within recorded conversations.
- 5.33.** Contractor will provide the ability to do a keyword search of the voice recordings.
- 5.34.** Contractor will provide a voice verification program which verifies the Inmate's voice in real time prior to connecting each call, including auto enrollment in this program. Contractor will provide "Investigator Pro" by JLG to provide continuous voice biometrics.
- 5.35.** Within ninety (90) days of execution of the Contract, Contractor shall provide County with a written disaster recovery plan for the County's review and approval.

Contractor's call processing system shall include remote and secure access from anywhere via the Internet, real time voice verification, the ability to do reverse telephone number look up, and the ability to email recorded calls.

§6. MAINTENANCE AND SERVICE

- 6.1.** Contractor will not accept repair requests from anyone other than the designated personnel at the Oakland County Sheriff's Department, County Contract Administrator or the County Information Technology Help Desk. Contractor must be accessible for verbal notification of maintenance service request 24 hours/day, 365 days/year.
- 6.2.** Contractor shall provide County with a properly trained on-site Technician during the hours of 8:30 a.m. to 5 p.m., Monday through Friday, to repair, maintain and perform administrative functions for the Inmate Telephone System. A substitute on-site Technician will be provided to the County to cover any absence of the assigned Technician beyond five (5) working days.
- 6.3.** Contractor's on-site Technician will implement and maintain the Inmate call collect system with assistance from the County, provide training and data input after the initial installation. Contractor's on-site Technician's tasks include, but are not limited to: inputting telephone numbers to be blocked; inputting telephone numbers to be unblocked; referring outside parties to Customer Service; running reports as requested; burning or assisting with the burning of recorded telephone calls on CD or DVD; downloading the call detail records and voice recordings to AIT tapes, supplied by the County, and adding the "free telephone numbers" upon request from the County.
- 6.4.** Contractor shall furnish "critical component kits" to be kept on site in the event of major failures. The kits shall be replenished as items are depleted at Contractor's expense. Spare phones and equipment parts shall also be kept in stock for a new installations and replacements at Contractor's expense.
- 6.5.** Contractor shall respond to any Major Outage for non-critical areas ("Major Outage" shall be defined as the inoperability of forty percent (40%) or greater of the Inmate Telephone Systems at any one of the locations in Section 3.16, by having a Technician on site, within four (4) hours after being notified by County. For all other service-affecting malfunctions, Contractor shall respond, by having a Technician on site, within eight (8) hours after being notified by County. Contractor shall correct any Major Outage or other service-affecting outage within twelve (12) hours after its initial response. For the Critical Areas, Receiving, Gym, I-10 Holding Area, 1-G Holding Block, and the 1-E Holding, all repair problems must be resolved within 3 hours after repair notification is received from the County. If Contractor fails to correct the outage within the specified three (3) hours for critical areas and twelve (12) hour period for non-critical areas, Contractor will repair or replace the malfunctioning equipment. This replacement will be accomplished within twenty-four hours for the critical areas and in seventy-two (72) hours for non-critical areas after the County's directive to replace. If Contractor fails to accomplish this replacement and thereby correct any Major Outage within twenty-four hours for the critical areas and seventy-two (72) hours for non-critical areas after the County's directive to replace, the County shall have the right to charge Contractor an amount equivalent to the commissions lost as a result of the Major Outage, calculated in accordance with Section 7 of this Contract.

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- 6.6. The Sheriff Department/Children's Village personnel shall report all repairs to the County Information Technology Help Desk. The County Information Technology Help Desk will assign a County repair ticket number and contact the Contractor repair technician or Contractor Trouble Desk in the repair technician's absence. The County repair ticket number will give the date and time the verbal notification was received, building and room location of repair, nature of repair problem, name and telephone number of person from the Inmate Facility calling in the trouble, date and time repair is handed off to repair technician (or Contractor Trouble Desk) and the Technician's name and method contacted. After technician completes repair, technician calls Oakland County's Network System Analyst, to close out the County repair ticket by providing the County repair ticket number, date and time the repair ended, and reason for malfunction and description of repair service performed.
- 6.7. Contractor shall allow County to review call history during the term of the Contract and for up to one (1) year after the termination or expiration of the Contract.
- 6.8. The County shall provide a dedicated AC 20 AMP duplex power source at the Law Enforcement Complex. The circuit shall be tied into the facility's back-up generator power source, if available. Contractor shall be allowed to ground the system(s) to the facility's common ground source and provide all the labor and hardware necessary for this connection.
- 6.9. Response Process. In all instances, Contractor shall either initiate remote diagnosis and correction of the System Event or dispatch a technician to the Facility (in which case the applicable regional dispatcher shall contact County with the technician's estimated time of arrival), as necessary.
- 6.10. Performance of Service. All repair and maintenance of the Equipment performed by Contractor shall be done in a good and workmanlike manner at no cost to County except as may be otherwise set forth in the CONTRACT. Any requested modification or upgrade to the Equipment that is agreed upon by County and Contractor may be subject to a charge as set forth in the CONTRACT and shall be implemented within the time period agreed by the parties.
- 6.11. Escalation Contacts. County's account will be monitored by the applicable Director of Sales and National Service Manager. In addition, County may use the following escalation list: first to the National Service Manager or Director of Sales, as applicable, then to the President/COO. Such list will be updated regularly by Contractor.
- 6.12. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of Contractor's management team will contact County to confirm resolution. For a Priority 2 or 3 System Event, a member of Contractor's County satisfaction team will confirm resolution.
- 6.13. Monitoring. Contractor shall monitor its systems twenty-four (24) hours a day, seven (7) days a week.

- 6.14. End-User Billing Services and County Care.** Contractor's Customer Service Center shall maintain dedicated service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The service representatives shall be available during 24 hours a day, 7 days a week, 365 days a year by telephone at 888-506-8407, by email at customer@icsolutions.com. In addition, Contractor shall maintain an automated inquiry system on its toll-free service phone line that shall be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Contractor shall also accept payments from end-users by credit card, and cash deposit via money order or cashier's check.

§7. COMMISSION PAYMENTS AND BILLING CYCLE

- 7.1.** Notwithstanding any other provision in this Contract, in no event shall County be responsible for any cost, fee, fine, economic loss or penalty, direct, indirect, special, incidental or consequential damages incurred by Contractor in connection with Contractor's performance under this Contract.
- 7.2.** For the purposes of calculating commissions' payable, the billing cycle shall begin on the first (1st) day of the month and end on the last day of the month. The monthly billing cycle shall be a period of thirty (30) days when prorating partial monthly commission payments.
- 7.3.** Contractor shall pay the County a monthly Commission of eighty-five and one tenths(85.1%) percent on all per call surcharge, excluding the Investigator PRO license fee, and per minute rate amounts related to Contractor's gross revenue for all completed calls, including billed calls, unbillable calls and "bad debt" calls from the Inmate Telephone Systems. In any case, Contractor shall not be obligated to pay any commission to County on any taxes, fees or charges in support of programs mandated by governmental or quasi-governmental authorities that Contractor includes on its invoices to parties receiving calls from the Inmate Telephones listed in Section 3.16 and remits or otherwise pays to third parties such as credit card fees.
- 7.4.** In no event shall the annual commission payments to County be less than \$1.4 million dollars as long as County maintains its current average daily Inmate population. In the event the total monthly commissions for an annual twelve month period are less than \$1.4 million dollars, based on the average daily Inmate population at the start of this Contract, Contractor shall pay County the difference between the actual monthly commission payments and \$1.4 million dollars. Such payment shall be remitted to County within 60 days of the end of each annual twelve month period. If County's average daily Inmate population drops below the average at the start of this Contract, the \$1.4 million dollar commission guarantee shall be adjusted accordingly.
- 7.5.** Within thirty (30) days of the last day of each calendar month, Contractor shall remit a Commission payment to the County for all commissions due to the County during that calendar month. Contractor shall provide County an itemized statement with each payment that will include the following information, one report for each building and a summary report

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for all buildings showing total revenue, total minutes of usage, total number of calls, commission percentage, commission paid and time period.

- 7.6.** During the term of this Contract, Contractor may automatically increase the percentage of commissions paid to the County, followed by written notification of such actions to the County representative within two weeks. Commission percentages will not decrease during the duration of the Contract unless authorized by County as an amendment to this Contract.
- 7.7.** All monthly commission checks will be made payable to the “County of Oakland” and mailed to:

Oakland County Department of Information Technology
Telephone Communications Fund
1200 N. Telegraph Road
Building #49 West
Pontiac, MI 48341-0421

- 7.8.** County shall notify Contractor in writing if it disputes the amount of commission paid to County. If the Parties determine that Contractor did not pay the full amount due and owing to County, Contractor shall promptly remit payment to County, including four percent (4%) interest per annum on the unpaid amount due, with such interest accruing from the date sixty (60) days after the date the County notified Contractor under the preceding sentence.
- 7.9.** At any time during the Contract term, subject to the applicable provisions hereof upon the County’s request, Contractor shall pay to the County, prorated commissions for the number of days following the seventy-two (72)-hour replacement period defined in Section 6.4 of this Contract, that the repair/replacement of any specific telephone(s) resulted in a loss of commissions to the County. Lost commissions will be as determined by the details of the County repair ticket and monthly revenue reports furnished by Contractor for the telephone(s) affected. Prorated commissions will be paid to the County based on the average daily commission paid to the County for the last full month the affected telephone and/or line was in full service, multiplied by the number of days following the 72-hour replacement period that the malfunction existed. Any fraction of a day will be counted as a full day without service when prorating commissions payable to the County. Commissions on malfunctions will be paid within forty-five (45) days of the request for such payment from the Contract Representative.
- 7.10.** Contractor assumes full responsibility for all losses of Contractor revenue. This includes but is not limited to: fraudulent changes in primary local, intra or inter-exchange carriers, billing of fraudulent calls, equipment programming errors, equipment malfunctions, and inability to collect gross billable revenues.
- 7.11. Rates.**
- 7.11.1. Contractor is solely responsible for ensuring that telephone rates offered to the County comply with all applicable laws, federal and state rules and regulations. Contractor shall advise County, in writing, prior to any future change in rates.

7.11.2. Contractor shall enable the called party to hear the charges associated with all call types, except free calls. Call type shall be based upon the terminating NPA/NXX of the called party. The called party may accept or reject the call prior to call completion. There will be no direct dial local calls. The County shall approve the wording of all announcements and any changes made to the announcements, except if such wording is required by law in which case Contractor shall not need the County's approval. County shall approve the set length of time established for the duration of a call before recording states that the call is about to be terminated.

7.11.3. The County shall not be liable for any Claims based on any excessive or illegal rate charge by Contractor, unless such rates were requested by the County.

§8. ASSURANCES AND WARRANTIES

- 8.1.** Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 8.2.** All work under this Contract will be in accordance with the Michigan Occupational Safety and Health Act (MIOSHA), Act 154, P.A. 1974; and the Construction Safety Act, Act 89, P.A. 1963, as amended. The Contractor shall ensure that the Inmate Telephone System conforms to all applicable Federal Communications Commission rules and regulations, the Michigan Public Service Commission tariffs, and all national, state and local and all Americans with Disabilities Act Accessibility Guidelines.
- 8.3.** Contractor agrees to provide for the protection of the public, County Agents, and the all other persons on County premises from any Contractor work-related hazards. Contractor will provide, install, and maintain any warning signs and barricades necessary for the protection of persons and property affected by Contractor construction, and will notify the County Representative, and other County personnel directly affected by such construction, of any potentially dangerous situations. In the event of an emergency affecting the safety of any persons or property, Contractor and Contractor's employees shall act immediately to prevent threatened loss or damage, and will immediately stop any activity or operation affecting safety until the situation is corrected.
- 8.4.** Contractor, at its sole expense, shall be responsible for populating the server with new area codes and exchanges as they are issued so as not to disrupt the processing of calls.
- 8.5.** Contractor shall at a minimum, back-up the Inmate Telephone System software and data on a daily basis. In the event of data corruption occurring or loss of data, Contractor shall be able to recover the data using their back-up copy of the Inmate Telephone System data.
- 8.6.** Before ordering material or doing any work, Contractor will verify all appropriate dimensions at each building or site which may affect the work. Contractor assumes full responsibility for the accuracy of all figures and calculations. In the event that Contractor's dimension calculations are incorrect and additional costs are incurred by Contractor to correct any necessary materials, no allowance or additional compensation will be considered and no

reduction in commission rates will be allowed. Contractor will verify the proposed telephone and auxiliary equipment placement with the County's Installation Inspector immediately prior to installation of cable runs, jacks, and equipment, etc.

- 8.7.** Contractor hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] and related software in performance of this Contract including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and location(s) specified herein for which the Inmate Telephone services are provided and may not be transferred other than through an authorized assignment of this Contract. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software. Third-party software licenses, if applicable are listed on Exhibit IV, attached hereto, and may otherwise be embedded in certain software included with equipment and require a click-through acceptance by any users.
- 8.8.** Except as expressly set forth in this Contract, Contractor makes no other representations or warranties, express or implied, as to Contractor services to be provided under this Contract, including but not limited to any warranty of merchantability or fitness for a particular purpose.
- 8.9.** E-Verify. In accordance with Miscellaneous Resolution No. 09116 (BOC Minutes, July 30, 2009, pp 37-38) unless otherwise exempted, all service Contractors who wish to contract with the County to provide services must first certify they have registered with, will participate, in and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or conditions is considered a material breach of this Contract.

Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of the Contract and any permissible extension hereof, the E-Verify Program (or an successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

- 8.10.** Iran-Linked Business Certification. Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County if Contractor becomes an Iran-Linked Business at any time during this Contract.

§9. INSURANCE AND BOND

During this Contract, Contractor shall procure and maintain insurance in the minimum amounts indicated in Exhibit II. Within seven (7) days after the effective date of this Contract, Contractor shall provide the County with a payment bond in the amount of Two Hundred Seventy Thousand (\$350,000) dollars under the Contract as surety for payment of all labor and materials to be used on the job. The \$350,000 bond is in compliance with RFP requirement to be equal to approximately one hundred (100) percent of the projected revenues to be received by the County for an average ninety (90) day period.

§10. GENERAL TERMS AND CONDITIONS

10.1. Contractor Employees

- 10.1.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have the necessary licenses, permits, certificates, and governmental authorizations as required by law.
- 10.1.2. Contractor shall solely control, direct and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor shall provide all job specifications, necessary tools and equipment required for completion of any services under this Contract.
- 10.1.3. Contractor is solely responsible for all costs, fees, and/or liabilities associated with Contractor Employees.
- 10.1.4. County has the right to require Contractor to permanently remove a Contractor Employee from working at the County if they refuse to wear County identification or if they leave tools, equipment, or materials unsupervised in an Inmate facility. In such an instance, the County will provide Contractor with prior written notice of the problem.
- 10.1.5. County has the right to interview and approve the qualifications of the on-site Inmate Telephone System technician employed by Contractor.
- 10.1.6. All newly hired Contractor Employees, unless otherwise excluded under Misc. Resolution No. 09116 must undergo employment eligibility verification through the E-Verify system. Failure of to verify newly hired employees is a material breach of this Contract.

10.2. Security Conditions.

- 10.2.1. Contractor Employees are subject to a security check and clearance by the County Sheriff's Department before working in a County building. Contractor Employees will fill out a security clearance application and return the completed form to the County Sheriff's Department within ten (10) days before the start of work.
- 10.2.2. During ordinary circumstances, Contractor will be allowed to work within County facilities and on County grounds between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday, unless otherwise agreed by the Parties. If requested by the County

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Sheriff's Department, or in the event that an extraordinary event occurs (such as a force majeure event), Contractor may work in County facilities during the evenings, Saturdays or Sundays.

- 10.2.3. All Contractor Employees may be subject to a non-invasive body search each time they enter a secured facility. Packages or containers of any kind may be opened for inspection. Areas within the County's facilities which are under construction by Contractor may be inspected and searched at any time
- 10.2.4. Contractor Employees shall request a temporary I.D. badge from the Main Jail's Correction Administration Office, each day the Contractor Employee is working at the County Law Enforcement Complex. Contractor Employees shall request a temporary I.D. badge from the Secretary of the Manager of Children's Village for work in Children's Village, or their designee, prior to working at Children's Village. Additionally Contractor Employees working in Children's Village are required to receive clearance from the Michigan Department of Human Services Central Registry and Criminal History Check, which will be submitted by the County Facilities Department to the State of Michigan. All Contractor Employees will be required to display Contractor provided picture I.D. badges at all times while working in County facilities.
- 10.2.5. All trucks and mobile equipment may be subject to inspection both on arrival and upon departure from secured facilities.
- 10.2.6. Contractor will follow all rules pertaining to foot and vehicle traffic as established by each facility. Contractor will observe all off-limit and restricted areas.
- 10.2.7. Heavy power tools and machinery, etc., must be removed from the inside of secured facilities by 5:00 p.m., each day, unless otherwise agreed to by the Parties. No tools, small pipes, copper or wire will remain on the site unless locked inside storage closets or rooms and deemed acceptable by the County Sheriff's Department.
- 10.2.8. Contractor will confine all equipment, the storage of materials and operations of employees to the limits indicated by law, or ordinances, permits or directions of the County and will not unnecessarily encumber the premises with materials or equipment. All use of County premises is at Contractor's own risk.
- 10.3. Training. Contractor shall provide training and all necessary equipment manuals to designated County personnel on the Inmate Telephone System and all functions available for recording, monitoring and reviewing calls at no expense to County.
- 10.4. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Manager shall serve as contact point for all matters related to the Services to be performed in this Contract.
- 10.5. Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The County's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by

Contractor, reviewing statements and submitting requests to the County's procurement authority for any Contract modification in accordance with Section 10.28 of this Contract.

- 10.6. Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties will first be submitted to the respective Project Managers. The Project Managers may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in five (5) business days, the dispute will be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement shall promptly meet and confer in an effort to resolve such dispute.
- 10.7. Cumulative Remedies.** Except as set forth herein, a Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, determine which remedies are to be exercised and in which order.
- 10.8. Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by nature:
- "WARRANTIES";
 - "Indemnification";
 - "Damage To County Property";
 - "INSURANCE AND BOND";
 - "Audit";
 - "Severability";
 - "Governing Law/Consent To Jurisdiction And Venue"; and
 - "Survival of Terms And Conditions".
- 10.9. Default and Termination.** If either Party defaults in the performance of any obligation under this Contract, then the non-defaulting Party shall give the defaulting Party written notice of its default setting forth with specificity the nature of the default. If the defaulting Party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting Party shall have the right to immediately terminate this Contract and pursue all other remedies available to the non-defaulting Party, either at law or in equity.
- 10.10. Contractor Relationship.** Contractor's relationship to the County is that of an independent contractor. Contractor, and/or Contractor's Employees, shall not be deemed agents, representatives, or employees of the County with respect to any activities arising from this Contract. The County and Contractor shall not do any act or make any representation that would depict Contractor or Contractor Employees as County Agents. Nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

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10.11. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

10.12. Indemnification.

10.12.1. Contractor shall indemnify and hold the County harmless from all Claims incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.

10.12.2. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company that shall not alleviate Contractor from its indemnification obligations as set forth in Section 10.12 of this Contract.

10.12.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

10.13. Compliance with Laws. Contractor shall comply with all federal, state, and local statutes, lawful ordinances, regulations, rules, insurance policy requirements, and requirements applicable to its activities performed under this Contract.

10.14. Discrimination.

10.14.1. Contractor shall not discriminate against Contractor Employees, an applicant for employment, or another person or entity with respect to hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

10.14.2. Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor relating to this Contract.

10.15. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorization.

10.16. Taxes. All federal, state and local taxes, if applicable, are the responsibility of Contractor.

10.17. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

10.18. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any

cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

10.19. Conflict of Interest. Contractor agrees to comply with the provisions of any and all statutes and/or County policies relating to conflict of interest with governmental employees and specifically any County employee. Contractor affirms that to its knowledge, no Contractor Employee or anyone acting on behalf or legally capable of acting on behalf of Contractor is employed by County, as of the date of this Contract; nor is any person using, nor is he or she privy to any insider information which would tend to give, or give the appearance of tending to give an unfair advantage to Contractor with respect to this Contract.

- 10.19.1. Contractor shall give the County written notice of any information to the contrary or exception to the foregoing promptly upon Contractor's becoming aware of same at any time during the term of this Contract.
- 10.19.2. Contractor shall cooperate with the County and fully disclose any information related to any persons and any possible conflicts of interest.
- 10.19.3. Subject to any applicable federal or State laws relating to any conflict of interests for public employees, including any and all County employees, Contractor shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any benefits, privileges, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise) or give or loan any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual, or group of persons included within the definition of the County except as expressly required or provided for in this Contract.
- 10.19.4. Contractor shall not knowingly hire, employ, become associated with, or enter any contract for any work or service with any County employee. Contractor shall comply with all applicable state statutes, including but not limited to Public Act 317 of 1968, as amended (MCL 15.321, et seq.) and/or County policies regarding contracts with public employee(s), public employee conflict of interest, or public employee ethics. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or any relative of any Contractor Employee employed by County.

10.20. In-Kind Services. This Contract does not authorize any in-kind services, unless previously agreed to by the County and specifically listed herein.

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- 10.21. Access and Records.** Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract.
- 10.22. Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 10.23. Audit.**
- 10.23.1. During the term of this Contract, Contractor shall allow the County's Auditing Division or an independent auditor hired by the County to perform finance compliance audits, as appropriate, with the authority to access all pertinent records relating to the County (excluding Contractor's proprietary information), but no more frequently than once annually. Before such audit, the County shall give Contractor reasonable, but no less than ten (10) days, advance written notice of the intended audit. Contractor may require any independent auditor hired by the County to sign Contractor's then-standard confidentiality/non-disclosure agreement.
- 10.23.2. In the event that the County's Auditing Division or independent auditors hired by the County discover a discrepancy in Contractor's records, the County shall provide Contractor with written notice of the same. Contractor must then respond to the County or its designated agent within forty-five (45) business days of receiving such notification. Contractor's response shall include all necessary documents and information to support Contractor's position.
- 10.23.3. Within forty-five (45) business days after the County's receipt of Contractor's written response, the County shall notify Contractor in writing of its final determination and position. If the County concludes that Contractor owes any money to the County, the County will notify Contractor of the payment due under the Contract. If Contractor agrees with the County's audit findings, Contractor shall pay the County an amount, which the audit found, should have been paid to the County under this Contract. Contractor's payment to County must be made within sixty (60) days of written notice by the County that the money should have been paid to County under the Contract. In the event Contractor disputes the County's audit findings, Contractor may hire an independent auditor to confirm the County's findings. Contractor shall pay the County any amounts that Contractor audit found should have been paid to the County under this Contract. Contractor's payment to County shall be made within thirty (30) days of completion of Contractor audit.

10.24. Delegation /Subcontract/Assignment

- 10.24.1. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, Contractor may assign, delegate or otherwise transfer this Contract, in whole or in part, to its parent or any other controlled affiliate or subsidiary thereof.
- 10.24.2. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 10.24.3. County selected Contractor, after a complete review of other vendors, to install, maintain and operate its Inmate Telephone System because of the superior functionality offered by Contractor. Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 10.24.4. This Contract cannot be sold.

10.25. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

10.26. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force. If such an event occurs, County shall have the option to terminate this Contract immediately. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found to be invalid in any part, Contractor shall contribute the maximum amount it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

10.27. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

10.28. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage

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prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- 10.28.1. Except as otherwise provided herein, any and all written notices provided for in this Contract, shall be addressed and delivered, as provided herein, to the person or persons who signed this Contract on behalf of the Party to whom such notice is addressed (or their successor in office as may be identified in a prior written notice to the other Party) at the Party's address as shown on the first page of this Contract or an address otherwise provided by a Party in a prior written notice.

Notices to Contractor shall be accompanied by contemporaneous copies to:

Inmate Calling Solutions, LLC d/b/a ICSolutions
2200 Danbury Street
San Antonio, Texas 78217
Attn: Brendan Philbin

Notice to County shall be provided as follows:

County of Oakland	County of Oakland
2100 Pontiac Lake Road Bldg 41W	1200 N. Telegraph Road
Waterford, MI 48328	Pontiac, MI 48341
Attn: Purchasing Manager	Attn: Director, Information Technology

- 10.28.2. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- 10.29. Contract Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the Oakland County Board of Commissioners.
- 10.30. Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim issue arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District



Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

10.31. Entire Contract. This Contract represents the entire Contract and understanding between the Parties concerning the subject matter hereof. This Contract supersedes all other oral or written agreements, understanding or communications between the Parties concerning the subject matter hereof. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.



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Exhibit I
ICS Start-Up Capital Costs

<u>Capital Expenditures</u>	<u>Cost</u>
Inmate Telephones	\$53,000.00
Installation Expense	\$15,000.00
JLG License Activation	\$ 8,700.00
Enrollment Expense	\$ 4,500.00
Network Equipment	\$52,000.00
Installation Expense	\$ 6,525.00
SIP Licenses	\$39,155.00
Expanded Recording Storage	\$46,020.00
PC\Printer\TDD	\$ 5,100.00
Freight	\$12,000.00
Total Start-Up Costs	\$242,000.00

EXHIBIT II

CONTRACTOR INSURANCE REQUIREMENTS

1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
 - a. Commercial General Liability - with the following as minimum requirements:
\$3,000,000 – Each Occurrence (Total Limit)
Occurrence Form Policy
Broad Form Property Damage
Premises/Operations
Independent Contractors
Products and Completed Operations
(Blanket) Broad Form Contractual
Personal Injury - Delete Contractual Exclusion
Additional Insured: The County of Oakland and County Agents (as defined in this Contract);
 - b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;
 - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law;
 - d. Professional Liability/Errors & Omissions Insurance (as applicable) - with minimum limits of \$1,000,000 per claim and \$1,000,000 dollars aggregate.
2. General Certificates of Insurance:
 - a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: The County of Oakland and County Agents, Oakland County Purchasing Division, 2100 Pontiac Lake Road, Bldg 41W, Waterford, MI 48328-0462 or fax 248-858-1677.
 - b. The County of Oakland and County Agents (as defined in this Contract) shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.
 - c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of Oakland County.

Exhibit III

Inmate Telephone System Investigative Reporting

The ENFORCER® system provides centralized reporting capabilities, allowing facility users to generate reports immediately and in real time. The system comes preconfigured with an extensive list of standard reports. Additionally, a facility user can generate real-time “ad hoc” reports by defining his/her own query based on data of interest – allowing instant access to any report you could ever need. All reports can easily be exported in .CSV format, saved to Excel and printed. And, although it’s easy to define your own report parameters in The ENFORCER®, ICSolutions is happy to assist by creating any new, customized reports that are desired. Both the County and ICSolutions have access to the exact same report functionality!

Each call attempt results in the creation of a call detail record. The record includes extensive information about the call, including the following:

- Date of call
- Start Time of Call
- End Time of Call
- Call Duration
- Called Number (ANI)
- Station & Trunk ID
- PIN (if applicable)
- Disposition of Call (accepted, denied, incomplete etc.)
- Call Termination Reason
- Call Charges (if accepted)
- Recording indicator
- Three-way call detect indicator

Call detail records are stored online for the entire contract duration to provide the facility **with immediate access to historical call information throughout the contract term.**

The ENFORCER® has extensive search capabilities which can be used by any user with a valid password and the appropriate permissions – whether they log in remotely or from an onsite workstation. Call recordings can be retrieved based on:

- Inmate PIN/ID
- Date Range
- Called Number
- Facility
- Inmate Station
- Living Unit (building, cell block, etc.)
- Call Completion Type
- Call Bill Type

The following is a list of the standard reports available on The ENFORCER®.

Report Name	Description
Admin Setup Only	Provides a listing by inmate name of all “admin setup only” (60-second free) calls made during a user-specified date range. For each call, the report provides the inmate ID, inmate name, facility name, called number, and called start time.
Attorney Registration Status	Provides counts for attorney phone numbers in The ENFORCER® global number list. For attorneys that have been approved, rejected, or are pending approval, the report provides a quantity, percent of total, and total quantity of attorney phone numbers in ENFORCER.
Attorney Registration Rejects	Provides a list of all inmates for which a requested registration of an attorney phone number has been denied by administrative personnel at the site. This assists the site in determining inmates who may be fraudulently attempting to set up a non-recorded call to a number that is actually not to an attorney’s office.
Call Detail	Provides detailed information pertaining to called numbers including billed start time, dialed number, site called from, whether the call was recorded, cost of call, call type (payment method), tariff type, duration of call, alerts assigned, cost of call, inmate ID, and inmate last name. Searches can be performed by site location, a particular number, inmate id, connected only, completion code, tariff type, 3-way events, call type, alerts, and date range.
Call Record Statistics	Provides a summary of calls by call type, completion code, and call count. The report can be requested by site name or for all sites for a user-specified date range.
Debit Balance	Shows the balance in the debit account for each inmate who has set up a debit account to pay for phone calls. For each account, the report lists the site name, inmate ID, inmate name, account number, call number, inmate status (active/inactive), and account balance. The report can be requested by site, inmate status, and balance amount (negative, positive, non-zero). Also, the report can be sorted by inmate ID, inmate name, or site.
Debit Statement	Shows all transactions for debit card and PIN-based debit including a beginning and ending balance, cost and duration of calls, and deposits made to an inmate’s account.
Debit Activity	Shows all deposits, transactions, refunds, and closing balance for all debit accounts for inmates
Debit Transaction	Provides a reconciliation record for all debit transactions for an Inmate ID for a user-specified date range
Frequently Used PANs Summary	Lists, by called number, all numbers that reside in an inmate PAN list that have been called a high number of times. Beginning with the most frequently-called number, the report lists the called number, called party, number of instances (calls), and the number of sites from which the number has been called.
Frequently Used PANs Detail	Provides a list by called number of all inmates who frequently have called a PAN. The report lists the called number, called party, the inmate ID and name of each inmate who called the number, and the site from which the inmate made the call.
Frequently Called Numbers	Provides the total number of calls and total minutes of talk time to a specific called phone number. The report can be generated by site or threshold type (quantity of calls or total minutes). Results are listed by phone number, called party name, number of calls, and minutes.

Report Name	Description
Global Number	Provides a detailed report for all parameters that are found in the Global Number Table. This report can generate items such as all blocked numbers, all free numbers, all do not record (attorney) numbers, all notes, random note text searches, and all alerts.
Global Number History	Provides historical records of all changes made to ANI phone number to include an audit trail for users who made the changes
Inmate Alerts	Lists all alerts that have been activated for each inmate. The report lists site name, inmate ID, inmate name (last, first, middle), phone number, name associated with the called number, and phone number/email address for each alert type that has been set up.
Inmate PANs	Provides a PAN (personal allowed number) list for the inmate. The report also includes any restrictions associated with a PAN (blocks, free call, do not record, passive mode). A listing can be printed for an individual inmate as well as for all inmates.
Inmate Status	Provides a listing of inmate IDs, passcodes, inmate account status (active/inactive), site and location, the current number of PANs being used and allowed, and any associated notes. The report can be generated for a specific inmate or all inmates, and can be sorted by inmate active/inactive status.
Number Alerts	Lists all alerts that have been activated for a called phone number. The report lists site name, phone number, name associated with the called number, and phone number/email address for each alert type that has been set up.
PIN Fraud	Provides a listing of each call on which an inmate attempted to use an incorrect PIN. For each call, the report lists the site, CSN, station ID, station name, inmate name, inmate ID, passcode, the PIN number attempted in the CDR, the actual PIN, and extra digits.
Prepaid Balance Summary	Provides account (phone numbers) for all called numbers that have an established prepaid Account. The report includes the project number, billing ID, account/phone number, balance, and current status of active/non-active.
Recording Access	Provides a listing of all call records that have been listened to during a user-specified date range. The report lists the user ID of the person who listened to the call, the CSN, inmate ID and name of the inmate who made the call, called number, and date the user listened to the call record.
Revenue	Provides call counts, durations, billed minutes, revenue and revenue percentage for each call type, grouped by account (payment) type. The report can be requested by specific site or for all sites for any previous calendar month either in PDF, Excel, or CSV format.
Revenue Summary	For each site defined to ENFORCER, provides revenue summary information including facility name, number of call attempts, number of completed calls, total minutes, and revenue percentage. For all these categories, the report also provides month-to-date data.
Station Activity	Provides a summary of all calls made for a user-specified date range. The report can be generated by site. Results are listed by site name, station (phone) port, station (phone) name, attempted calls, accepted calls, accepted revenue calls, revenue minutes, and revenue amount.

Report Name	Description
Station Group Privileges	Provides a listing of station groups (phones) that are assigned to specific inmates (i.e., phones from which inmates are allowed to make calls). The system default is to assign Inmates to use all station groups unless specific assignments were made by the user.
Inmate Suspensions	Provides a listing of all inmate suspensions. The report lists site name, inmate ID, inmate name (first, middle, last), whether the suspension is full or partial, start/end date/time, and user notes (usually a description of the reason for suspension).
Trunk Usage	Provides a summary of all calls that have been dialed and connected to the network by trunk. The summary is defined by site name, trunk, out-dialed Calls, accepted calls, and the percentage of accepted calls.
Volume Users	Provides a summary of high telephone volume usage by inmates. The report can be generated by site or threshold type (quantity of calls or total minutes). Results are listed by site name, inmate ID, inmate name (last, first, middle), number of calls, and minutes count (total minutes).

Investigator PRO

The Investigator Pro gleans a vast amount of data from the continuous biometric voice identification technology that can provide the correctional agency a wealth of high value intelligence information. The system's powerful suite of evidence gathering and investigative analysis tools include features valuable on the agency and institution management levels to allow for proactive preemption of criminal activity. The system also includes user-friendly tools for investigators to assist them in conducting organized and efficient investigations with ease.

Report and Query Features

The Investigator Pro includes a multitude of queries, standard reports, and customized ad-hoc reports that can be viewed on-line or printed. "Help" prompts are provided to assist staff in navigation and to ensure optimal utilization of the available query tools and features. Reports can be downloaded to various electronic formats such as Microsoft Excel and to removable storage media such as CD-ROM. The system is designed to restrict reporting capabilities based on the authorized user security levels designated by the Department of Correction.

The Suspicious CallFinder™ module enables the investigator to search the entire call recording database and identifies calls on which a voice is detected that differs from the PIN owner. The report also identifies the probable identity of the inmate imposters. This is one of the most valuable intelligence reports that allows for preemption of illicit or criminal activity as well as providing strong leads and evidence for investigations.

The VoiceSearch™ query searches the call recording database by a specific inmate's voice to identify calls on which he or she was an imposter on a call made under another's inmate's PIN. This allows staff to uncover calls, imposters, and identity scams that would otherwise be impossible to identify, particularly if no previous



intelligence existed. The system has the ability to search the call recording database by a specific inmate's PIN to identify calls where an imposter's voice is heard speaking on a call under someone else's PIN. This allows staff to uncover calls, imposters, and identity scams that would otherwise be impossible to identify, particularly if no previous intelligence existed.

The system contains a mechanism to identify and report when an unauthorized inmate attempts to assume another inmate's identity by pre-validating his/her voice as being that of the PIN owner. This allows staff to identify PIN sharing abuse and fraudulent activities. The system contains various queries, including **CallFinder™** and **QuickFind™** that allow staff to seamlessly search multiple variables and combinations of inmate voice, called parties, phone numbers, 3-ways, and other call and inmate data of interest to identify patterns and associations that provide valuable leads and case supporting evidence.

Other reports of this nature include the following:

PIN Abuser Report

Misused PIN Report

Suspicious Called Party Report

Frequently Called Number Report

3-Way Call Report.

The **MyCallReview™** query allows investigators to quickly and easily find calls they have previously reviewed to assist them in referring back to their case notes, actions taken, and evidence relative to an investigation. The system includes a variety of statistical oversight and accountability management reports that allow managers to assess at a glance staff productivity, investigation effectiveness, resource allocation, and system proficiency. Reports are displayed in a dashboard like graphical format and provide staff comparisons. These reports are available for query by staff member, inmate, investigation case number, and high interest categories. Management reports are available that provide information related to Investigator's documentation or notes. Reports will show the number of notes documented as well as the number of calls accessed where no notes were taken. These reports allow managers to monitor the quality of the investigation and thoroughness of the documentation of evidence.

Management reports are available that provide information related to call listening patterns and activities. A report is provided that identifies the quantity of calls where audio was accessed. Another report identifies the quantity of calls written to a CD-ROM or hard drive. Other reports illustrate the number of hours of audio listened to and the percent of the call that was listened to. These reports allow managers to assess and monitor overall usage level, proficiency and staff productivity.

Management reports are available that provide information on the average speed calls are listened to and the quantity of calls listened to that are accelerated to over 2x the average speed. These reports allow managers to assess staff proficiency and productivity and whether they are taking full advantage of the system's time-savings features.

A management report is available that identifies suspicious calls that were accessed to allow managers to monitor and ensure that staff are listening to the high intelligence value calls. A management report is available that identifies specific inmates who's calls have been accessed which allows managers to monitor staff call listening patterns on potentially sensitive cases to ensure investigative integrity.

The ENFORCER® also offers an extensive list of standard and query based reporting options to fit every administrative and investigative need. A User Access Log Report details system access by user and lists changes made during a defined date range. The report also displays related information, such as inmate name, phone, and inmate number. Administrators can use the User Update Report to see what actions were taken by each user at what time/date.

Data Detective

Using the Data Detective® data mining solution, authorized facility staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Links are established when an end user (outside the facility) interacts with one or more inmates through The ENFORCER® system, or when multiple end users interact with the same inmate(s). These linked "interactions" can include:

- **Receiving phone calls**
- Depositing funds into an inmate's account
- Participating in any other optional service offered by ICSolutions – such as inmate email, inmate voicemail, or onsite visitation (when visitation phones are connected to The ENFORCER® for monitoring/recording)

Key features of Data Detective include:

- Facility staff can explore important data using a dynamic visual map.
- The unique design of the visual map allows investigators to quickly find connections and patterns.
- Like The ENFORCER®, Data Detective is a web-based program. Authorized facility staff can use it from their own desktop or laptop computer, in addition to using onsite workstations.

This tool will automatically be applied to all calling and payment information. The County will have access to Data Detective reports in real time 24 hours a day, 7 days a week. These reports can be searched by date range and include all calling and transaction information, including the called party (or depositor's) address.

Calling Analysis

The ENFORCER® is equipped with a unique call analysis feature that allows authorized users to view and analyze call data to establish links between multiple inmates and called parties. With the Calling Analysis feature, facility users may view the listing of all the numbers a specific inmate has called, the number of calls

and attempts, and all other inmates who have called the same numbers. And, as an added convenience, users may now **link directly to Data Detective**, our state-of-the-art calling pattern analysis tool that allows authorized facility staff to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user.

In the **Calling Analysis** tab, users simply enter the inmate name, inmate ID, or phone number they wish to query. The search results display the inmate's name, all phone numbers called (including attempted and completed calls) and a link to display other inmates who have called the same number. The user may click the "Show CDRs" button to display the call records and recordings associated with that specific phone number. To automatically open Data Detective, the user would simply click on the icon to the right of the inmate or phone number, as shown in the screen above.

Word Detective® Keyword Search

With our Word Detective keyword search tool, powered by Nexidia, investigators can quickly scan thousands of call recordings to locate words or phrases of interest. Word Detective searches for the sounds that make up words, and therefore it is highly accurate, even in a conversation with simultaneous speakers, dialects, and background noise – all typical conditions in a corrections environment.

The Word Detective application allows the user to search for both words and/or group of words (phrases) that were spoken on the inmate phones calls. Immediately upon completion of the phone call, the entire recorded conversation is phonetically indexed to allow for subsequent search & retrieval of recordings that contain target words or groups of words. The indexing engine is based on phonemes, distinct sounds that make up language, and because phonemes are simply uttered sounds, the indexing is not affected by factors such as background noise, languages, dialects or speaking styles. This approach offers the most scalable, flexible solution and yields match rates of 96%-98% accuracy.

Expanded Capabilities

Word Detective can search recorded conversations not for specific words, but also for "associated words," i.e., synonyms, related terms, and related slang. To enable this functionality, we are building a generic "Association Table" that contains common search terms and their associated words or phrases. We are using information – including slang terms known to be used in correctional facilities – that is readily available in the public domain to build this database table.

The indexing engine that powers Word Detective, Nexidia, has always had the ability to use an Association Table; we have recently designed and are expanding the Word Detective user interface in order to offer this feature through The ENFORCER®'s GUI. With this feature in place, investigators can run a search for a specific word, and Word Detective will return results that contain that word *or any associated terms*. For example, a search for the word "attorney" would find conversations that contain the word "attorney" *or* the word "lawyer."



Reverse Lookup

ICSolutions will provide the facility with integrated Reverse Lookup at no cost to the County. From within a call record, the user can easily point, click, and display the reverse directory info for the specified called number. The Reverse Directory feature enables investigators and outside agencies to obtain name/address and aerial location on a called party number.

The Reverse Directory database is accessed via a secure link to the Internet and is constantly updated. Reverse Directory information may be looked up from an inmate's Personal Allowed/Blocked Numbers List screen by clicking on the Details link for a selected number or from a Call Detail Record by clicking on the phone number of the called party.



Exhibit IV

Software License Terms & Conditions

THIS IS THE EXCLUSIVE LEGAL AGREEMENT BETWEEN YOU AND THE LICENSOR OF THIS SOFTWARE. THIS AGREEMENT GOVERNS YOUR USE OF THIS SOFTWARE. CAREFULLY READ THIS AGREEMENT BY INSTALLING OR USING THIS SOFTWARE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOU HAVE THE OPTION OF ACCEPTING OR NOT ACCEPTING THE TERM AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT INSTALL OR USE THIS SOFTWARE.

END-USER LICENSE AGREEMENT

This End-User License Agreement ("Agreement") is the sole and exclusive agreement between you (herein after "You" or "Your") and JLG Technologies, LLC, its suppliers, and licensors (collectively referred to as "Licensor"). You agree and covenant to the following terms and conditions:

- 1. License Grant:** Subject to Your continued compliance with this Agreement and payment of the applicable license fee(s), Licensor grants You a personal, single user, non-transferable, non-exclusive, revocable license to use, install, store, load, execute, and display the Licensor's software, including software fixes, patches, new releases, upgrades, new versions, enhancements and/or portions thereof, in binary code form only, and the accompanying documentation, if any, (collectively the "Software"), for You solely as a single user. You shall only use the Software strictly in support of Your internal business operations and to process Your own data or as You may deem necessary to support other government agencies that have been granted access to the Software and related data by your organization.

You shall not (a) sublicense, assign or transfer the Software or any right or obligation under this Agreement, (b) copy or distribute the Software, (c) rent, loan, lease or otherwise transfer any right to the Software, (d) translate, reverse engineer, decompile or disassemble or otherwise alter the Software (except to the extent, when required by law, and then only to the minimum extent required by law) or (e) distribute (directly or indirectly) any copy of the Software, in whole or in part, or any direct product thereof to any country, entity, or destination prohibited by the United States Government.

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